

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
GOODEARTH MARITIME LTD.,

08 CV 2028 (RMB)

Plaintiff,

-against-

DECLARATION

CALDER SEACARRIER CORP., a.k.a. CALDER
SEA CARRIER CORP., ROLSTON ENTERPRISES
LTD., and FENBY COMPANY LIMITED a.k.a.
FENBY CO. LTD.,

Defendants.

-----X

I, Garth S. Wolfson, hereby declare as follows:

1. I am a partner with the firm of Mahoney & Keane, LLP, counsel of record for defendant FENBY COMPANY LIMITED a.k.a. FENBY CO. LTD. (FENBY). Based upon my personal knowledge and my review of the file maintained by my office, I am familiar with the proceedings in this case.

2. Herewith attached are true copies of the following:

Exhibit A: Plaintiff's Complaint;

Exhibit B: Ex Parte order for Process of
Maritime Attachment; and

Exhibit C: Declaration of Panos Michalitses.

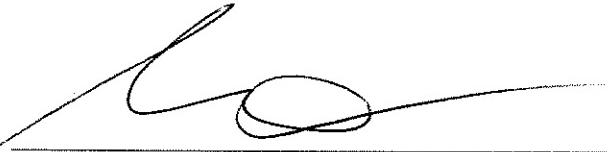
Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 24, 2008
New York, New York

Respectfully submitted,

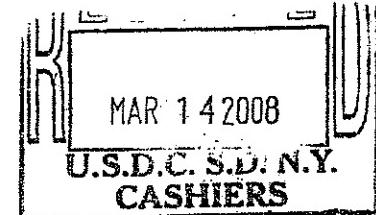
MAHONEY & KEANE, LLP
Attorneys for Defendant
FENBY COMPANY LIMITED a.k.a.
FENBY CO. LTD.

By:


Garth S. Wolfson (GW 7700)
11 Hanover Square, Tenth Floor
New York, New York 10005
(212) 385-1422

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

	X
GOODEARTH MARITIME LTD.,	:
Plaintiff,	:
- against -	:
CALDER SEACARRIER CORP., a.k.a. CALDER SEA CARRIER CORP., ROLSTON ENTERPRISES LTD., and FENBY COMPANY LIMITED a.k.a. FENBY CO. LTD.,	:
Defendants.	:



VERIFIED AMENDED COMPLAINT

The Plaintiff, GOODEARTH MARITIME LTD. (hereinafter "Plaintiff"), by its attorneys, Tisdale Law Offices, LLC, as and for its Verified Amended Complaint against the Defendants, CALDER SEACARRIER CORP. a.k.a. CALDER SEA CARRIER CORP. (hereinafter "Calder"), ROLSTON ENTERPRISES LTD. (hereinafter "Rolston") and FENBY COMPANY LIMITED a.k.a. FENBY CO. LTD. (hereinafter "Fenby") (collectively referred to as "Defendants") alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Federal Rule of Civil Procedure 9(h) and 28 United States Code § 1333.
2. At all material times, Plaintiff was and still is an entity duly organized and existing by virtue of foreign law with a principal place of business in Chennai, India.
3. Upon information and belief, at all material times, Defendant Calder was and still is an entity duly organized and existing by virtue of foreign law with a principal place of business in Athens, Greece.

4. Upon information and belief, at all material times, Defendant Rolston was and still is an entity duly organized and existing by virtue of foreign law with a principal place of business in Athens, Greece.

5. Upon information and belief, at all material times, Defendant Fenby was and still is an entity duly organized and existing by virtue of foreign law with a principal place of business in Athens, Greece.

6. By a charter party dated January 4, 2008, which terms are confidential between the parties, Plaintiff chartered the motor vessel "GOOD TRADE" (hereinafter the "Vessel") to the Defendant Calder for the carriage of a cargo from "1/3 safe port safe China" to "1/3 safe port safe med."

7. Pursuant to clause 21 of the charter party described herein, the Defendant Calder was obligated to pay freight for the carriage of goods from the loadport(s) in China to the discharging port(s) in the Mediterranean.

8. Pursuant to clause 13 of the charter party, the total freight due under the charter party was a lumpsum of \$3,500,000. Pursuant to clause 21 of the charter party, 97% of the freight minus applicable commission was to be paid within three banking days after completion of loading at each port.

9. The Vessel properly loaded its cargo in China and the Vessel arrived at the discharge port without incident.

10. Three banking days later, Calder failed to pay freight as required by the charter party terms.

11. The Plaintiff continued to demand payment of the outstanding freight due and owing under the charter party.

12. As a result of the defendant Calder's failure to timely remit the outstanding freight, the freight prepaid Bills of Lading were not released and the Vessel was detained at the discharge port.

13. Furthermore, the Plaintiff incurred the cost of underwater diving expenses at Singapore for the Vessel's touching bottom at Shanghai due to unsafe berth provided by Calder.

14. These underwater diving expenses are for Calder's account under the terms of the charter party and despite due demand, the defendant Calder has failed to reimburse the Plaintiff for these costs.

15. In breach of the charter party, defendant Calder failed to pay freight in a timely manner and failed to issue Bills of Lading in conformity with the charter party. As a result, Plaintiff incurred detention and interest on the unpaid freight at the commercial rate of 15.25% of the outstanding late freight while waiting off Misurata for freight to be paid and the Bills of Lading to be released as required by the charter party. The Plaintiff also incurred costs for underwater diving expenses *See Invoices from Goodearth to Calder dated March 5, 2008 annexed hereto as Exhibit "I."*

16. Upon information and belief, Calder ultimately paid the outstanding freight but has failed to pay the detention charges and other expenses that arose out of Calder's failure to pay freight and properly issue the Bills of Lading in breach of the charter party terms.

17. Specifically, Plaintiff has suffered losses in the total principal sum of \$306,227.91, as best can now be estimated, exclusive of interest, recoverable costs and reasonable attorneys fees.

18. Pursuant to the charter party, all disputes arising thereunder are to be submitted to arbitration in London with English law to apply.

19. In accordance with the charter party, the Plaintiff has commenced arbitration in London and appointed its arbitrator.

20. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in London arbitration pursuant to English Law. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	Principal claim:	\$306,227.91
	Detention	\$270,000.0
	Underwater diving expenses incurred at Singapore for vessel's touching bottom at Shanghai due to unsafe berth provided by Calder	\$6,000.00
	Interest on unpaid freight	\$30,227.91
B.	Estimated interest on the principal claim at 7.5% compounded quarterly for three years	\$76,547.81
C.	Estimated attorneys fees:	\$50,000.00
D.	Estimated Arbitration costs:	\$50,000.00
	Total:	\$482,775.72

21. Upon information and belief, Defendant Rolston is the alter ego of Defendant Calder because Calder dominates and disregards Rolston's corporate form to the extent that Calder is actually carrying on the business and operations of Rolston as if the same were its own.

22. Defendants Rolston and Calder share a common address of: Voula, Vas. Pavlou, Athens, Greece.

23. Upon information and belief, Defendant Rolston acts as paying agent, or receiving agent, or arranges for other non-parties to satisfy the debts and obligations of Defendant Calder, and/or receive payments being made to Defendant Calder.

24. Specifically, Defendant Rolston made at least three freight payments due and owing under the subject charter party on behalf of defendant Calder to the Plaintiff. *See Freight Payments annexed hereto as Exhibit "2."*

25. Upon information and belief, Defendant Calder uses Defendant Rolston as a "pass through" entity such that it can insulate itself from creditors relating to its commercial obligations.

26. Although Rolston was not named in the charter party, and had no formal relationship to the charter of the Vessel they entered into an agreement by which they paid installments of the freight owing to Plaintiff from Calder.

27. It is not common practice in the maritime industry for an independent company to pay another company's debt, where it has no formal relationship to the underlying charter parties.

28. Upon information and belief, Defendant Rolston is a shell-corporation through which Defendant Calder conducts its business.

29. Upon information and belief, Defendant Rolston has no separate, independent identity from Defendant Calder.

30. In the further alternative, Defendants Rolston and Calder are partners or joint venturers.

31. Upon information and belief, Defendant Fenby is the alter ego of Defendant Calder because Calder dominates and disregards Fenby's corporate form to the extent that Calder is actually carrying on the business and operations of Fenby as if the same were its own.

32. Upon information and belief, Defendants Fenby and Calder share a common address of: Voula, Vas. Pavlou, Athens, Greece and common phone (+30210-9659910) and fax numbers (+30210-9659466).

33. Upon information and belief, Defendant Fenby is a shell-corporation through which Defendant Calder conducts its business.

34. Upon information and belief, Defendant Fenby has no separate, independent identity from Defendant Calder.

35. Upon information and belief, Fenby has been described in the shipping industry as a "paper company." Further, the Plaintiff commissioned company searches through Lloyd's MIU and Factiva which yielded no results except that Fenby is registered in the Marshall Islands.

36. In the further alternative, Defendants Fenby and Calder are partners or joint venturers.

37. The Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendants have, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnissees including, but not limited to, ABN-AMRO, American Express Bank, Bank of America, Bank of New York, Deutsche Bank, Citibank, HSBC Bank USA Bank, J.P. Morgan Chase, Standard Chartered Bank and/or Wachovia Bank N.A., which are believed to be due and owing to the Defendant.

38. The Plaintiff seeks an order from this Court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims attaching any assets of the Defendants held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over the Defendants, and to secure the Plaintiff's claims as described above.

WHEREFORE, Plaintiff prays:

- A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Verified Amended Complaint;
- B. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and federal common law attaching all tangible or intangible property in whatever form or any other funds held by any garnishee, including, but not limited to, ABN-AMRO, American Express Bank, Bank of America, Bank of New York, Deutsche Bank, Citibank, HSBC Bank USA Bank, J.P. Morgan Chase, Standard Chartered Bank and/or Wachovia Bank N.A. which are due and owing to the Defendants, in the amount of \$482,775.72 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Verified Amended Complaint;
- C. That this Court recognize and confirm any foreign judgment/award of costs on the claims had herein as a judgment of this Court;

D. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof; and

E. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: March 14, 2008
New York, NY

The Plaintiff,
GOODEARTH MARITIME LTD.,

By:



Lauren C. Davies (LD 1980)
Thomas L. Tisdale (TT5263)
TISDALE LAW OFFICES, LLC
11 West 42nd Street, Suite 900
New York, NY 10036
(212) 354-0025 (Phone)
(212) 869-0067 (Fax)
ldavies@tisdale-law.com
ttisdale@tisdale-law.com

ATTORNEY VERIFICATION

State of Connecticut)
)
 ss: SOUTHPORT
County of Fairfield)

1. My name is Lauren C. Davies.
2. I am over 18 years of age, of sound mind, capable of making this Verification and fully competent to testify to all matters stated herein.
3. I am the attorney for the Plaintiff in this action. I am fully authorized to make this Verification on its behalf.
4. I have read the foregoing Verified Amended Complaint and the contents thereof are true and accurate to the best of my knowledge, information and belief.
5. The reason that this Verification was made by me and not the Plaintiff is that the Plaintiff is a corporation none of whose officers are present in this District.
6. The source of my knowledge is information and records furnished to me by the Plaintiff and its counsel, all of which I believe to be true and accurate.

Dated: March 14, 2008
Southport, Connecticut

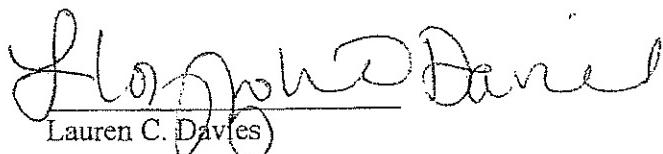

Lauren C. Davies

EXHIBIT 1

GOODEARTH MARITIME LTD
TVH PHASE II , 5TH FLOOR
BLOCK NO 94 , BELICIA TOWERS
MRC NAGAR , CHENNAI 6000 028
Ph +91 44 43033444 (10 lines) Fax +91 44 43033555

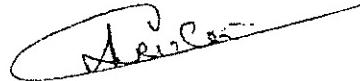
Damages for Detention at dischrgae port
(Misurata)

TO
CALDER SEACARRIER CORP.

		Amount in USD
M.V.GOOD TRADE	c/p dated 04.01.08	
Vessel arrived off Misurata 28.02.08-0030 hrs and estimated waiting time till full freight is paid - 08.03.08-0030 hrs	9.000 days	
Detention charges per day	30000.00 usd	270,000.00
Estimated cost of legal and other expenses due to charterers failure to pay freight and issue of illegal bills of lading in breach of cp terms.		50,000.00
Underwater diving expenses incurred at Singapore for vessel's touching bottom at Shangai due to unsate berth provided by charterers		6,000.00
For Credit		
Correspondent Bank In Newyork Bank of America 100 West, 33rd Street, 4th Floor New York NY 10001 Quoting our UID 113846 - via Chips or via Fedwire to ABA No. 026009593 A/c No. 6550-5-91876 of Canara Bank, Chennai,India		
Further credit to :		
Beneficiary : Goodearth Maritime Ltd Account no : GA 471 Canara Bank Overseas Branch, Chennai Swift: CNRBNBMMOB Chennai 600 002. India		
Total		326,000.00

Amount Payable
(In words)

(US Dollars Three Hundred Twenty Six Thousand Only)

 Signature For Goodearth Maritime Ltd Capt.C.Murali Krishna Joint-General Manager -Operations

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GOODEARTH MARITIME LTD TVH PHASE II, 5TH FLOOR BLOCK NO 94, BELICIAA TOWERS MRC NAGAR, CHENNAI 6000 028 Ph +91 44 430233444 (10 lines) Fax +91 44	RECEIVED : GM/TT/2008/707/08 Date: 05.03.08 Interest on unpaid proportionate freight due advice for 1 st and 2nd load port.
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TO
CALDER SEACARRIER CORP.

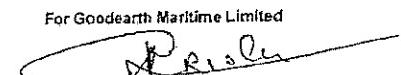
		Amount in USD
M.V.GOOD TRADE		C/P dated 04.01.08
Propotionate initial freight due advice dt 22.01.08 for 1st load port (net of comissions)	\$2,108,218.17	
Loading completed on 22.01.08	overdue from 25.01.08	
Interest @ 15.25 % P.A. on USD 2108218.17 from 25.01.08 - 28.01.08	\$ 2108218.17 x 15.25% x 4 days/ 366 days	3,513.70
Amount received from charterers on 28.01.08	\$500,000	
unpaid balance freight on 1st load port invoice \$	1608218.17	
Interest @ 15.25 % P.A. on USD 1608218.17 from 29.01.08-04.02.08	\$ 1608218.17 x 15.25% x 7 days/ 366 days	4,690.64
Amount received from charterers on 05.02.08	\$620,000	
unpaid balance freight on 1st load port invoice \$	988218.17	
Interest @ 15.25% P.A. on USD on 988218.17 from 05.02.08-14.02.08	\$ 988218.17 x 15.25% x 10 days/ 366 days	4,117.58
Amount received from charterers on 15.02.08	\$985,000	
unpaid balance freight on 1st load port as on 15.02.08 3218.17		
\$		
Interest @ 15.25 % P.A. on 1st load port invoice from 15.02.08-08.03.08	\$ 3218.17 x 15.25% x 23 days/ 366 days	30.84
Propotionate initial freight due advice dt 30.01.08 for 2nd load port (net of comissions)	\$1,159,469.33	
Loading completed on 28.01.08	overdue from 01.02.08	
Interest @ 15.5 % P.A. on USD 1159469.30 from 01.02.08 - 08.03.08	\$ 1159469.30 x 15.25% x 37 days/ 366 days	17,875.15
For Credit		
Correspondant Bank in Newyork		
Bank of America		
100 West 33rd Street, 4th Floor		
New York NY 10001		
Quoting our UID 113846 - via Chips or via Fedwire to		
ABA No. 026009593		
A/c No. 6550-5-91876 of Canara Bank, Chennai,India		
Further credit to :		
Beneficiary : Goodearth Maritime Ltd		
Account no : GA 471		
Canara Bank Overseas Branch, Chennai		
Swift: CNRBINBBMOB		
Chennai 600 002.		
India		
Note : 1) Interest on 1st load port unpaid freight of \$ 3218.17 would continue to accrue at the rate of \$ 1.34 for every day from 08.03.08 till the date of payment.		
2) Interest on 2nd load port unpaid freight of \$ 1159469.33 would continue to accrue at the of \$ 483.11 for every day from 08.03.08 till the date of payment.		
Amount Payable : (In words) (US Dollars Thirty Thousand Two Hundred Twenty Seven and cents Ninety one only)		30,227.91
	Signature	
		For Goodearth Maritime Limited  Capt.C.Murali Krishna Joint General Manager - Operations

EXHIBIT 2

कर्नारा बैंक
CANARA BANK

AT 272-00-

*** RECEIVED MESSAGE ***
Status : MESSAGE DELIVERED
Section : BEGINNING OF MESSAGE

15-FEB-2008 19:55 page no : 4/279

D * FIN/Session/DSN : F01 5842 22257B
 D * Origin Address : CNRBBINBMD CANARA BANK
 MUMBAI
 D *
 D *
 D * Output Message Type : 103 (INTERNATIONAL DIVISION)
 D * Output Time : 1355 SINGLE CUSTOMER CREDIT TRANSFER
 D * INTR : 080215PIRBGRAAAXXX4779570261
 D * Sent by : PIRBGRAAAXXX PIRAEUS BANK SA
 ATHENS
 D * Output Date/Time : 15-FEB-2008 17:26
 D * PRIORITY : Normal
 D *
 D * COUNTRY/STATE :
 D * 201 / SENDER'S REFERENCE : F92470932641
 D * 233/BANK OPERATION CODE :
 D * CRED
 D * 220/VAL/PTE/CURRY/INTERBANC SETTLED AMT :
 E * 000015825500 15-FEB-2008
 D * US dollar
 D *
 D * 333/CURRENCY/INSTRUCTED AMOUNT :
 D * US\$850000 US dollar
 D * 504/ORDERING CUSTOMER NAME & ADDRESS :
 GRIALI 1721460025144235951641
 ROLSTON ENTERPRISES LIMITED
 VOUA
 VAS. PAVLOU
 160, TH 16673
 D * 534/SENDER'S CORRESPONDENT - BIC : IRVIBUSNXXX
 BANK OF NEW YORK
 NEW YORK, NY
 D * 544/RECEIVER'S CORRESPONDENT - BIC : SOFAUSE3N
 BANK OF AMERICA, N.A.
 NEW YORK, NY
 D * 574/ACCOUNT WITH INSTITUTION - BIC :
 CNRBBINBMD CANARA BANK
 CHENNAI (MADRAS)
 (CHENNAI OVERSEAS BRANCH)
 D * 589 /BENEFICIARY CUSTOMER-NAME & ADR :
 /58471 GUDEARTH MARITIME LTD
 D * 78 /REMITTANCE INFORMATION :
 N/V BODI TR-PAYMENT OF FREIGHT
 D * 79 /DETAILS OF CHARGES :

3TH MARITIME LTD.
3TH CRESCENT ROAD
3, CHENNAI-17
TAMIL NADU -600017

DANARA BANK
OVERSEAS BRANCH CHENNAI
GROUND FLOOR SPENCER'S TOWER II,
770-A ANNA SALAI CHENNAI 600002 INDIA
CHENNAI, TAMIL NADU -600002
30-01-2008

FOREIGN BILLS TRANSACTION ADVICE

o. FITT-163-2008
ction Id : SC0561394

Operation : Realization
Transaction Date : 30-01-2008
VALUE DATE : 29-01-2008

er Details : ROUSTON
cy Conversion Details are as below :

From Currency / Amount	Rate To Currency / Amount
USD 500000.00	INR 19677500.00

ction Details are as below :

#	Account Number	Transaction Currency	Cr/ Dr	Amount
ation	Office Acct	INR	Cr	19677500.00
ive	EWGAD00000471	INR	Cr	19677500.00
sion	Office Acct	INR	Cr	125.00
arge	Office Acct	INR	Cr	15.00
ive	EWGAD00000471	INR	Dr	140.00

Cred Trans ✓ 57

To,
 600DEARTH MARITIME LTD.
 32-D NORTH CRESCENT ROAD
 T NAGAR, CHENNAI-17
 CHENNAI ,TAMIL NADU -600017
 INDIA

1 CANARA BANK
 1 OVERSEAS BRANCH CHENNAI
 1 GROUND FLOOR SPENCER'S RIVER 11,
 1 7707A ANNA SALAI CHENNAI 600002 INDIA
 1 CHENNAI, TAMIL NADU -600002
 04-02-2008

FOREIGN BILLS TRANSACTION ADVICE

Bill No. : FIRM-214-2008
 Transaction Id : SCDS62572
 Remitter Details : REQUESTENTERPRISES LTD

Current Conversion Details are as below :

From Currency / Amount Rate To Currency / Amount

1 Purchase : USD 39,5700 INR 24533400 - 00

Transaction Details are as below :

Account Type	Account Number	Currency	Transaction	Cr / Dr
On Realisation	Office A/C	INR	24533400.00 Dr	
Operative	EWGAD0000471	INR	24533400.00 Cr	39,5700
Commission	Office A/C	INR	125.00 Cr	
as per Charge	Office A/C	INR	15.00 Cr	
Operative	EWGAD0000471	INR	140.00 Dr	

J
Rm. 650UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GOODEARTH MARITIME LTD.,	:	X
Plaintiff,	:	08 Civ. 2028 (RMB)
- against -	:	ECF CASE
CALDER SEACARRIER CORP., a.k.a. CALDER SEA CARRIER CORP., ROLSTON ENTERPRISES LTD., and FENBY COMPANY LIMITED a.k.a. FENBY CO. LTD.,	:	
Defendants.	:	X

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 03-18-08

AMENDED EX PARTE ORDER FOR PROCESS OF MARITIME ATTACHMENT

WHEREAS, on March 14, 2008, Plaintiff, GOODEARTH MARITIME, LTD., filed an Verified Amended Complaint herein for damages amounting to **\$482,775.72** inclusive of interest, costs and reasonable attorney's fees, and praying for the issuance of Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Admiralty Rules for Certain Admiralty and Maritime Claims of the Federal Rules and Civil Procedure; and

WHEREAS, the Process of Maritime Attachment and Garnishment would command that the United States Marshal or other designated process server attach any and all of the Defendants' property within the District of this Court; and

WHEREAS, the Court has reviewed the Verified Amended Complaint and the Supporting Affidavit, and the conditions of Supplemental Admiralty Rule B appearing to exist, it is hereby

ORDERED, that Process of Maritime Attachment and Garnishment shall issue against all tangible or intangible property belonging to, claimed by or being held for the Defendants by

MICROFLIVED

MAR 18 2008 -3 PM

any garnishees within this District, including but not limited to, ABN Amro, American Express Bank, Bank of America, Bank of New York, Citibank, Deutsche Bank, HSBC (USA) Bank, JP Morgan Chase, Standard Chartered Bank and/or Wachovia Bank, in an amount up to and including \$482,775.72, pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure; and it is further

ORDERED that any person claiming an interest in the property attached or garnished pursuant to said order shall, upon application to the Court, be entitled to a prompt hearing at which the Plaintiff shall be required to show cause why the attachment and garnishment should not be vacated or other relief granted; and it is further

ORDERED that supplemental process enforcing the Court's Order may be issued by the Clerk upon application without further Order of the Court; and it is further

ORDERED that following initial service by the United States Marshal or other designated process server upon each garnishee, that supplemental service of the Process of Maritime Attachment and Garnishment, as well as this Order, may be made by way of facsimile transmission or other verifiable electronic means, including e-mail, to each garnishee; and it is further

ORDERED that service on any garnishee as described above is deemed effective continuous service throughout the day from the time of such service through the opening of the garnishee's business the next business day; and it is further

ORDERED that pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) each garnishee may consent, in writing, to accept service by any other means; and it is further

ORDERED that a copy of this Order be attached to and served with said Process of
Maritime Attachment and Garnishment.

Dated: 3/17/08, 2008

SO ORDERED:

RMB
U. S. D. J.

Richard A. Berman

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
GOOD EARTH MARITIME LTD.,

Plaintiff,

08 CV 2028 (RMB)
ECF CASE

- against -

CALDER SEACARRIER CORP.,
a.k.a. CALDER SEA CARRIER CORP.,
ROLSTON ENTERPRISES LTD., and
FENBY COMPANY LIMITED a.k.a FENBY
CO. LTD

Defendants.

-----X

DECLARATION OF PANOS MICHALITSES

I, PANOS MICHALITSES, of 145 Koloktroni Street, Piraeus, Greece hereby declare as follows:-

1. I am the manager of Fenby Company Limited ("Fenby") and have the responsibility for its day to day business especially its vessel chartering activities. I am making this statement to ask the Court to vacate the attachment under an order made by this Court in this case, of US\$482,775.72 belonging to Fenby which was being paid by Fenby to a third party. I understand this money has been attached because it has been claimed by the Plaintiff that Fenby is an "alter ego" of Calder Seacarrier Corp or just a shell corporation through which Calder Seacarrier Corp carries on its business.

2. I also understand that the Plaintiff bases this only on the claim that Fenby and Calder are supposed to have the same address, phone and

fax number which the Plaintiff gives as Voula, Vas.Pavlou, Athens, Greece; phone +30210-9659910; fax +30210-9659466.

3. I confirm that Fenby, which is a company incorporated under the laws of the Marshall Islands, is not an "alter ego" of Calder Seacarrier Corp or a shell corporation through which Calder Seacarrier Corp carries on its business and also that Fenby's address and phone/fax details are completely different from Fenby. These details are:

145 Kolokotroni Street

Piraeus

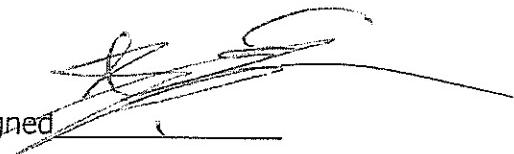
Greece

Tel/Fax:210 4186485

The statements made on behalf of the Plaintiff are therefore completely wrong and the attachment of the above mentioned money of Fenby is on a completely wrong basis. Fenby is an independent company and its monies should not be attached in this matter, and on behalf of Fenby I reject any suggestion otherwise.

4. Also, I have today approached Fenby's bank, the Piraeus Bank SA Agias Triadas Branch, and in particular Mr Nikos Tsanis who is the manager of that branch. I attach to this declaration a true copy of the confirmation to that the Piraeus Bank SA Agias Triada branch has provided me to be presented to the Court, which confirms Fenby's address and telephone number.

5. Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.


Signed _____

PANOS MICHALITSES

At Piraeus this 24th day of June 2008



To

FENBY COMPANY LIMITED

Piraeus, June, 24, 2008

Dear sir/s,

We the undersigned PIRAEUS BANK S.A. AGIAS TRIADAS Branch in reply to your relevant written request, dated June, 23, 2008, we confirm that according to the elements Fenby has provided us, with,

FENBY COMPANY LIMITED is a Marshall Island company, operating from the following address :

145, KOLOKOTRONI STR

18536, PIRAEUS, GREECE

Tel. 210 4186485

Yours Sincerely,

PIRAEUS BANK S.A.

Agia Triada BRANCH

Nikos Tsanis

A handwritten signature in black ink, appearing to read "Nikos Tsanis". The signature is fluid and cursive, with some loops and variations in letter form.